



PATENT  
Docket No. CSI-2012

3731

✓-1802

#5

In re Application for:

Nguyen, et al.

Serial No.: 09/686,729

Filing Date: October 10, 2000

For: Minimally Invasive Annuloplasty Procedure  
and Apparatus

Examiner: J. Woo

Group Art Unit: 3731

TC 3/03 MAIL ROOM

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**REVOCATION OF POWER OF ATTORNEY  
OR AUTHORIZATION OF AGENT  
AND CHANGE OF ADDRESS**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

We hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application and hereby appoint:

Harry J. Macey (Reg. No. 32,818) as our attorney to prosecute the application identified above, and to transact all business in the U.S. Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application and direct all future correspondence to:

Harry J. Macey  
Law Office of Harry J. Macey  
P.O. Box 475845  
San Francisco, CA 94147-5845  
Telephone: (415) 929-2544  
Facsimile: (415) 929-2544

Please direct all telephone calls to Harry J. Macey at (415) 929-2544.

We are the applicant of record of the entire interest. A Certificate under 37 C.F.R.  
3.73(b) is enclosed.

COALESCENT SURGICAL, INC.

Date: 3/21/02

By: 

Charles Maroney  
President and CEO



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**CERTIFICATE UNDER 37 CFR § 3.73(b)**

**Coalescent Surgical, Inc.**, a **Delaware** corporation, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the parent application identified above.

OR

B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_,  
Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_,  
Frame \_\_\_\_\_, or for which a copy thereof is attached.

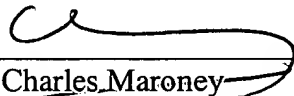
☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ A copy of the assignment is attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United State Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: 3/21/02

By:   
Charles Maroney  
President and CEO

ASSIGNMENT  
JOINT

THIS ASSIGNMENT, by John D. Nguyen of 4053 Forestwood Drive, San Jose, CA 95121; Arthur Hill, M.D. of 2476 20<sup>th</sup> Avenue, San Francisco, CA 94116; and Laurent Schaller of 595 Benvenue Avenue, Los Altos, CA 94024 (hereinafter referred to as the assignors) respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **MINIMALLY INVASIVE ANNULOPLASTY PROCEDURE AND APPARATUS**, set forth in an application for Letters Patent of the United States, filed on **October 10, 2000**; and assigned Serial No. **09/686,729** and

WHEREAS, **Coalescent Surgical, Inc.** a corporation duly organized under and pursuant to the laws of **Delaware** and having its principal place of business at **559 E. Weddell Drive, Sunnyvale, California 94089** (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

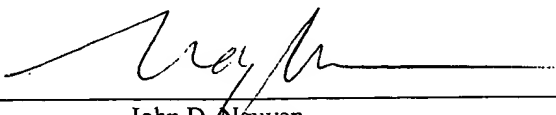
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representative and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representative and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

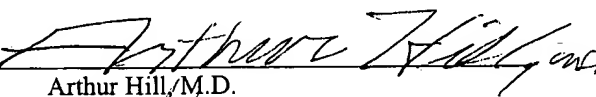
AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representative and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, Legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

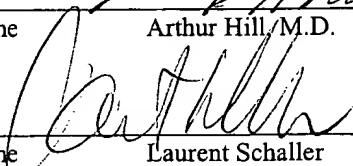
3/19/02  
Date

  
Name John D. Nguyen

3/21/02  
Date

  
Name Arthur Hill, M.D.

3/8/02  
Date

  
Name Laurent Schaller